

United States District Court
For the Northern District of California

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6 COLLETTE DELBRIDGE, individually
7 and on behalf of others similarly situated,

10 No. C 11-02575 WHA

8 Plaintiff,

9
10 v.
11 KMART CORPORATION,

12 Defendant.

13 ORDER RE NOTICE
14 OF ERRATA

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16 The Court has received the stipulated notice of errata and request to modify the parties'
17 settlement agreement. The two substantive changes therein are as follows (modifications
18 identified by bold, strikethrough, and underline):
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20 At Section I, ¶ Q:

21 "Net Settlement Amount" means the Settlement Amount, less (as
22 approved by the District Court) (i) the Class Representative
23 Payments ~~as approved by the District Court~~ and (ii) the Class
24 Counsel Expenses Payment (which includes settlement of all
expenses incurred to date and to be incurred in documenting the
Settlement, securing court approval of the Settlement,
administering the Settlement, and obtaining dismissal of action).

25 At Section III, ¶ M(1)(c):

26 Whether or not the Judgment becomes Final, the Settlement, this
27 Agreement, any document, statement, proceeding or conduct
28 related to the Settlement or the Agreement, or any reports or
accounting of those matters, will not be (i) construed as, offered or
admitted in evidence as, received as, or deemed to be evidence for
any purpose adverse to Kmart or any other beneficiary of the
releases granted under this Agreement (the "Released Parties"),
including, but not limited to, evidence of a presumption,

1 concession, indication or admission by any of the Released Parties
2 of any liability, fault, wrongdoing, omission, concession or
3 damage; or (ii) disclosed, referred to or offered in evidence against
4 any of the Released Parties, in any further proceeding in the
Action, or any other civil, criminal or administrative action or
proceeding except for purposes of effectuating the Settlement
pursuant to this Agreement.

5 The Court requests that the parties provide briefing not to exceed five pages on whether
6 new notice and opportunity to opt-out should be provided to class members who may have relied
7 on the prior versions of these clauses by **NOVEMBER 8 AT NOON**.

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9 **IT IS SO ORDERED.**

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11 Dated: November 1, 2013.


12 WILLIAM ALSUP
13 UNITED STATES DISTRICT JUDGE